



10 September 2024

Submission to the Electricity Authority on Proposed Consumer Care Obligations

Electra Limited (Electra) owns and operates the electricity lines and assets in the Kāpiti and Horowhenua districts. Electra is proudly 100% locally owned by the Electra Trust, a consumer trust, for the benefit of the approximately 47,000 consumers in the region.

We welcome the opportunity to submit on the Electricity Authority's (Authority) *Proposed Consumer Care Obligations*. **Electra participated in sector discussions and fully supports the Electricity Networks Aotearoa's (ENA) submission.**

We appreciate the open engagement with the Authority as it seeks to understand the practicalities of some of the proposed changes, and we would welcome the opportunity for further engagement with the Authority at any stage.

Electra wishes to highlight, emphasise and expand on certain aspects of the ENA's submission.

Proposed distributor's obligations in event of emergency situations are not workable and are potentially unsafe

Clause 69 risks setting unrealistic expectations about what a distributor can do in an emergency. By definition an emergency situation is a time-critical event that demands the health and safety of the public and field crews is prioritised. It would be an inherently dangerous activity to require field crews to visit residential premises before disconnecting supply to make a site safe. For example, in the event of a car vs. pole incident, power supply must be isolated as quickly as possible to protect occupants of the crashed vehicle, ensure safety of emergency responders, and members of the public. To have to identify and visit affected residential premises before supply is isolated is completely impractical and creates a greater risk to members of the public and emergency responders.

We have considered alternative methods of contacting those that would be affected by an emergency disconnection and cannot reasonably determine a way that would be effective for the residents, keep people safe, and ensure that we manage the repair work in a timely manner.

Electra is very concerned that if clause 69 is retained that impossible expectations would be established, and for medically dependent consumers there is a heightened risk that they rely on this obligation and deprioritise their emergency response plan to respond to unexpected outage situations.

We suggest the clause be removed.

Care should be taken to not crossover with existing regulatory requirements that perform as intended and are demonstrably working well

Clause 70(1) is a reasonable addition, albeit it will not be a change to the way that Electra already operates. We have agreed processes with retailers to notify planned service interruptions and these are detailed in our Default Distributor Agreement.

As an exempt distributor Electra is not subject to DPP requirements but we use many of that regime's principles to help guide our actions, including the addition of alternative dates/times for planned service interruptions. Additionally, as a consumer trust owned EDB, our focus is on providing a high level of service to our connected customers and consideration of the impact of planned outages is top of mind for our planning and operational practices.

Clauses 70(2) and 70(3) are not necessary and create 'noise' to a smooth running process as they attempt to do what is already required by regulation and agreement, and as written could create unintended inconsistencies. The requirement to "*consult*" with retailers before changing a planned outage date or time is inconsistent with EIEP5A and retailer agreements (which allow us to provide planned service interruption information, including an initial date and an alternative date).

The Default Distributor Agreement steps out the process for communicating planned interruptions and existing regulation and current practices work perfectly well. Electra directly notifies all consumers that would be affected by a planned service interruption, and we are made aware of medically dependent consumers at a premise and act accordingly. **We suggest removing clauses 70(2) and 70(3) as they risk creating inconsistencies in well-established and well-performing practices.**

Nothing in this submission is confidential, and it can be published on the Authority's website verbatim.

Yours sincerely



Stuart Marshall
General Manager Commercial

Email: stuart.marshall@electra.co.nz